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इस भाग में निम्न पृष्ठ संख्या दी जाती है जिससे कि वह अलग संकलन के रूप में रखा जा सके
Separate paging is given to this Part in order that it may be filed as a separate compilation

भाग IV

PART IV

गैर-सरकारी व्यक्तियों और गैर-सरकारी संस्थाओं के विज्ञापन और सूचनाएं

Advertisements and Notices by Private Individuals and Private Bodies

NOTIFICATION BY THE SAURASHTRA OIL AND OILSEEDS ASSOCIATION LTD., RAJKOT

The approval of the Secretary, Forward Markets Commission under Sub-section (1) of 11 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) read with the Government of India, Ministry of Commerce and Industry Notification No. S.O. 1162 dated the 4th May, 1960, has been obtained on the 27th October, 1967, to the following amendments made to the Groundnut oil/Kernel Bye-laws of the Saurashtra Oil & Oilseeds Association Ltd., Rajkot.

AMENDMENTS

Amendments to the groundnut/groundnut oil Bye-laws of the Saurashtra Oil and Oilseeds Association Ltd., Rajkot.

In the groundnut/groundnut oil Bye-laws of the Association, add the following Bye-laws after Bye-law 72A(k).

I. GROUNDNUT OIL :

72A (13) Every member of the Association who needs the facility of trading in N.T.S.D. contracts in groundnut oil shall make an application to the Association for being grouped in 'buyers' or 'sellers' or 'commission agents' panels in such form and containing such particulars as may be prescribed by the Board. For this purpose the 'sellers' 'buyers' and 'commission agents' shall be classified on the following basis :—

- Sellers' panel shall consist of crushers.
- Buyers' panel shall consist of vanaspathi manufacturers, soap manufacturers, dealers (purchasing and selling oil on their own behalf) and retailers (selling oil directly to the public).
- Commission agents' panel shall consist of members acting as commission agents.

(14) The Board or a sub-committee appointed by it in this behalf shall have power to group the members into separate panels of 'buyers', 'sellers' and 'commission agents' for the purpose of trading in N.T.S.D. contracts in groundnut oil after taking into account his application as aforesaid and such other factors as the Board or sub-committee may deem proper.

(15) No member of the Association shall enter into any N.T.S.D. contracts in groundnut oil unless he has been grouped in either the panel of 'buyers' or the panel of 'sellers' or the panel of 'commission agents' in accordance with Bye-law 72A(14) above.

(16) Except as provided hereinafter, a member in the buyers'/sellers' panel shall not enter into any N.T.S.D. contracts for purchase or sale with another member in the same panel.

(17) A member in a sellers' panel shall not enter into any N.T.S.D. contract for purchase of oil from any party whatsoever.

(18) A member in a sellers' panel may enter into a N.T.S.D. contract with any member in the buyers' panel or a non-member buyer for sale of oil by the former to the latter. Similarly, a member in a buyers' panel or a non-member buyer may enter into a N.T.S.D. contract with any member in sellers' panel for purchase of oil by the former from the latter.

(19) A commission agent may enter into a N.T.S.D. contract either :—

- for sale of oil on behalf of a seller-member with a member-buyer or a non-member buyer.
- for sale of oil on behalf a non-member with a member-buyer.
- for purchase of oil on behalf or non-member buyer.

- (d) for purchase of oil on behalf of a member buyer with a non-member seller.

In such cases, the commission agent must specify in the contract itself that he is acting as agent for the specified seller or the specified buyer as the case may be.

(20) Two commission agents may enter into a N.T.S.D. contract only if :—

- (a) one of them is acting as an agent for a member-seller and the other is acting as an agent for a member-buyer or non-member buyer.
- (b) one of them is acting as an agent for a non-member seller and the other is acting as an agent for a member buyer.

(21) Notwithstanding the provisions of para 16 above, a dealer may enter into a N.T.S.D. contract for sale of oil to end-users such as vanaspati manufacturers, a retailer or soap manufacturers.

(22) Members claiming to operate partly as commission agents and partly as dealers in their own right, shall be required to prove that they were conducting business on those lines in earlier years also. On producing proof to the satisfaction of the sub-committee appointed for this purpose, they may be classified as commission agents but allowed to operate as 'dealers' in so far as their own business is concerned.

(23) No person whether a member or not shall be allowed to enter into a N.T.S.D. contract in the capacity of dealer as aforesaid unless :—

- (i) he owns or rents a godown, and
- (ii) he shows that his purchases and sale on his own account were on an average at least of 50 tonnes during any one of three proceeding years.

II. GROUNDNUT :

(24) Every member of the Association who needs the facility of trading in N.T.S.D. contract in groundnut kernels/groundnut whole shall make an application to the Association for being grouped in 'buyers' or 'sellers' or 'commission agents' panels in such form and containing such particulars as may be prescribed by the Board. For this purpose the 'sellers', 'buyers' and 'commission agents' shall be classified on the following basis :—

- (a) Sellers' panel shall consist of dealers who purchase groundnut from farmers or village traders or stockists.
- (b) Buyers' panel shall consist of crushers, vanaspati manufacturers, dealers (purchasing and selling groundnut on their own behalf) and retailers (selling groundnut directly to the public).
- (c) Commission agents' panel shall consist of members acting as commission agents.

(25) The Board or a Sub-committee appointed by it in this behalf shall have power to group the members into separate panels of 'buyers', 'sellers' and 'commission agents' for the purpose of trading in N.T.S.D. contracts in groundnut kernels/groundnut whole after taking into account his application as aforesaid and such other factors as the Board or Sub-committee may deem proper.

(26) No member of the Association shall enter into N.T.S.D. contracts in groundnut kernel/groundnut unless he has been grouped in either the panel of 'sellers' or the panel of 'commission agents' in accordance with Bye-law 72A(25)

(27) Except as provided hereinafter, a member in the buyers'/sellers' panel shall not enter into any N.T.S.D. contract for purchase or sale with another member in the same panel.

(28) A member in sellers' panel shall not enter into any N.T.S.D. contract for purchase of groundnut from any party whatsoever.

(29) A member in a sellers' panel may enter into a N.T.S.D. contract with any member in the buyers' panel or a non-member buyer for sale of groundnut by the former to the latter. Similarly, a member in a buyers' panel or a non-member buyer may enter into a N.T.S.D. contract with any member in seller's panel for purchase of groundnut by the former from the latter.

(30) A commission agent may enter into a N.T.S.D. contract either :—

- (a) for sale of groundnut on behalf of a seller-member with a member buyer or a non-member buyer.
- (b) for sale of groundnut on behalf of a non-member seller with a member-buyer.
- (c) for purchase of groundnut on behalf of a buyer member or non-member buyer with a seller member.
- (d) for purchase of groundnut on behalf of a member buyer with a non-member seller.

In such cases, the commission agent must specify in the contract itself that he is acting as agent for the specified seller or the specified buyer as the case may be.

(31) Two commission agents may enter into a N.T.S.D. contract only if :—

- (a) one of them is acting as an agent for a member-seller and the other is acting as agent for a member-buyer or non-member buyer ;
- (b) one of them is acting as an agent for a non-member seller and the other is acting as an agent for a member buyer.

(32) Notwithstanding the provisions of para 27 above dealer may enter into a N.T.S.D. contract for sale of groundnut to end-users such as a crusher, vanaspati manufacturers or a retailer.

(33) Members claiming to operate partly as commission agents and partly as dealers in their own right, shall be required to prove that they were conducting business on these lines in earlier years also. On producing proof to the satisfaction of the concerned Local Committee they may be classified as commission agents but allowed to operate as 'dealers' in so far as their own business is concerned.

(34) No person whether a member or not shall be allowed to enter into a N.T.S.D. contract for groundnut in the capacity of dealer as aforesaid unless :—

- (i) he owns or rents a godown, and
- (ii) he shows that his purchases and sales on his own account were on an average at least of 125 tonnes of groundnut kernels or 175 tonnes of groundnut whole during any one of three proceeding years.

III: GENERAL :

(35) A non-member shall be allowed to enter into a N.T.S.D. contract for groundnut oil in the capacity of a dealer only if :—

- (i) he owns or rents a godown, and
- (ii) he shows that his purchases and sales on his own account were on an average at least of 50 tonnes during any one of three proceeding

years. Provided that no non-member dealer shall be allowed to enter into any N.T.S.D. contract for groundnut oil with any other dealer.

(36) A non-member shall be allowed to enter into a N.T.S.D. contract for groundnut in the capacity of a dealer only if :—

- (i) he owns or rents a godown, and
- (ii) he shows that his purchases and sales on his own account were on an average at least of 125 tonnes of groundnut kernel or 175 tonnes of groundnut whole during any one three preceding years. Provided that no non-member dealer shall be allowed to enter into any N.T.S.D. contract for groundnut with any other dealer.

(37) A The parties to an N.T.S.D. contract may mutually agree to settle the contract, provided the following conditions are satisfied :—

- (i) such a contract may be settled not earlier than ten days proceeding the delivery date or the last day of the delivery period fixed under the contract.
- (ii) The rate at which the contract is settled shall be a rate falling within the range covered by the maximum and the minimum spot rates recorded by the Association for the day on which the settlement is effected. If the Association has not recorded any such spot rates for that day the spot rates for the next proceeding working day shall be adopted for this purpose.
- (iii) Every member shall send to the Association immediately after such settlement a statement giving details thereof in such form and manner as may be prescribed by the Board.

(37) B. A copy of the statement referred to in (37) A (iii) shall be forwarded to the commission by the Association.

(37) C. The Board or a Committee appointed by it shall satisfy itself by periodic scrutiny of the details of such transactions that such settlements have not been effected by members for speculative purpose.

N. G. VYAS

Secretary,

The Saurashtra Oil & Oilseeds
Association Ltd., Rajkot,

THE EAST INDIA JUTE AND HESSIAN EXCHANGE
LIMITED

Calcutta, the 26th September 1967

No 1SDC 29/67.—The approval of the Secretary, Forward Markets Commission, under Sub-Section (1) of Section 11 of the Forward Contracts (Regulation) Act, 1952, read with the Government of India, Ministry of Commerce & Industry, Notification S.O. 1162 dated the 4th May 1960, has been obtained vide his letter No. 2/3/67-ELJHE dated the 23rd September 1967 to the following amendments to the Bye-laws and Contract Form for Jute Goods as in Appendix-II to the said Bye-laws of the East India Jute & Hessian Exchange Limited, Calcutta, for trading in transferable specific delivery contracts in raw jute and jute goods, the same having been previously placed on the Notice Board of the Association

under Section 11 of the said Act and Rule 11 of the Forward Contracts (Regulation) Rules, 1954 :—

AMENDMENTS

In the said Bye-laws—

1. The following proviso shall be added to Clause (c) of Bye-law 1 of Chapter V, namely :—

“Provided that subject to provisions contained in Bye-law 2 herein below the prohibition contained in this clause shall not apply to contracts in respect of jute goods of any construction entered into to cover actual sales effected of such goods for export outside India.”

2. In the T.S.D. Contract Form for Jute Goods as in Appendix II to the Bye-laws for trading in T.S.D. Contracts in Raw Jute and Jute Goods, the following words shall be added below the word “Brokerage” at No. 7 of the said Contract Form, namely :—

“U. B. (Under Brokerage)..... per cent.”

Sd HILEGIBLE
Secretary

NOTICE

NO LEGAL RESPONSIBILITY IS ACCEPTED FOR THE PUBLICATION OF ADVERTISEMENTS REGARDING CHANGE OF NAME IN GAZETTE OF INDIA. PERSONS NOTIFYING THE CHANGES WILL REMAIN SOLELY RESPONSIBLE FOR THE LEGAL CONSEQUENCES AND ALSO FOR ANY OTHER MISREPRESENTATION ETC.

BY ORDER
Manager of Publications

CHANGE OF NAMES

“I, hitherto known as MISS MARIAMMA ABRAHAM daughter of Shri M. T. ABRAHAM employed as clerk LD(RD) in No. 26E.D., A.F., Hal, Bangalore-17, residing at C.S.I. Hostel for Working Girls, 2C, Mission Road, Bangalore-27 have changed my name and shall hereafter be known as MRS. MARIAMMA MATHAI.

It is certified that I have complied with other legal requirements in this connection.

MARIAMMA ABRAHAM
(Sd, in existing name)

“I hitherto known as ANDRYA LUDRIK son of Shri PEDRU LUDRIK residing at Gass, P.O. Sopara, Taluka Bassein, Dist. Thana, Maharashtra, have changed my name and shall hereafter be known as ANDREW PETER RODRIGUES.”

It is certified that I have complied with other legal requirements in this connection.

ANDRYA PEDRU LUDRIK
(Sd, in existing name)

“I hitherto known as MADHUKAR VINAYAK MAKHI son of Late Shri VINAYAK RAMCHANDRA MAKHI employed as Time-Scale Clerk in the office of Assistant Engineer Carrier, Long Distance Carrier Building, Maharashtra State, Poona No. 1, residing at 1145, Kasaba Peth, Poona No. 11 have changed my name and shall hereafter be known as MADHUKAR VINAYAK KULKARNI.

It is certified that I have complied with other legal requirements in this connection.

M. V. MAKHI
(Sd, in existing name)

"I hitherto known as CHANNAYA son of BOIRAGI BHANDI employed as Labourer, T. No. 35429 C. No. 44, at Naval Dockyard Bombay have changed my name and shall hereafter be known as LACHHAYA BOIRAGI BHANDI.

It is certified that I have complied with other all legal requirements in this connection.

L.H.T.I. of C. B. BHANDI

I, hitherto known as SURENDRA SINGH NARAIN SINGH JANWAR son of NARAYAN SINGH KHUSHAL SINGH, employed as Commissioned Officer in Defence Services (Corps of SIGNALS), residing at UP Area Signal Company, BAREILLY (UP), have changed my name and shall hereafter be known as SURENDRA SINGH.

It is certified that I have complied with other all legal requirements in this connection.

SURENDRA SINGH NARAIN SINGH JANWAR
(Sd. in existing name)

I, hitherto known as C. AMIRTHAYAN son of Shri CHINNAPPEN, employed as a worker in Pfizer Limited, Bombay-10, have changed my name and shall hereafter be known as A. C. JOHNY (ADAPPUVILAKATHIL CHINNAPPEN JOHNY).

It is certified that I have complied with other all legal requirements in this connection.

C. AMIRTHAYAN
(Sd. in existing name)

I, hitherto known as RAJKUMARI J. TALREJA daughter of Late JESARAM GHANSHYAM TALREJA, residing at Block No. 945, Room No. 13, Section 22, Ulhasnagar-3, have changed my name and shall hereafter be known as Smt. MALA INDERLAL MOTWANI.

It is certified that I have complied with other all legal requirements in this connection.

RAJKUMARI J. TALREJA
(Sd. in existing name)

I, hitherto known as RAMPRASAD son of Shri VINDHYADIN VAISHYAWARE, employed as Clerk in D.T.O. Kalbadevi Bombay-2, BR., residing at 261 Arthur Road, Rangadi Chawl Room No. 09, 1st floor, Jacob Circle Bombay-11, have changed my name and shall hereafter be known as Shri RAMPRASAD BINDADIN BAISVARIA.

It is certified that I have complied with other all legal requirements in this connection.

R. V. VAISHYAWARE
(Sd. in existing name)

I, hitherto known as SUKUMAR DAS son of Late PRASANNA KR. DAS, employed as Head Clerk in The Chief Commercial Superintendent (Rates) S.E. Railway Calcutta-21, residing at 14/c Tamer Lane, Calcutta-9, have changed my name and shall hereafter be known as SUKUMAR DAS GUPTA.

It is certified that I have complied with other all legal requirements in this connection.

SUKUMAR DAS
(Sd. in existing name)

I, hitherto known as A. NARAYANAN son of Shri ARUMUGA ACHARY, employed as Carpenter in Integral Coach Factory, residing at 20, Devaraja Mudaly Street, Madras-12, have changed my name and shall hereafter be known as A. MANICKAM.

It is certified that I have complied with other all legal requirements in this connection.

A. NARAYANAN
(Sd. in existing name)

I, hitherto known as BHAG WATI daughter of Late SEVA RAM, residing at 10712, Partap Nagar, Delhi-7, have changed my name and shall hereafter be known as NEELAM SETHI.

It is certified that I have complied with other all legal requirements in this connection.

BHAG WATI
(Sd. in existing name)

CORRIGENDA

Read "H. SUNDARESWARA IYER instead of "H SUNDAKESWARA IYER" printed in the 1st and the 8th line of the 4th advt. in 2nd col. at page 3 in the Gazette of India, Part IV, dated 6-1-68".

Read 'P. P. GENGAN' instead of 'P. P. GENGAR' printed in the 2nd line of the 6th advertisement at page 30 in the Gazette of India Part IV dated 18-2-67'.

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

Election Petition No. 5 of 1967

Hari Ramchandra Gokhale, Samartha Kripa,
Behind Plaza Cinema, Dadar, Bombay-28.—*Petitioner*
Versus

1. Bharucha Naushir Cursetji,
Botawalla Buildings, Opp. Kalbadevi
Post Office, Bombay-2,
2. Chaturvedi Sureshchandra Gaindalal,
43, Mahant Road, Punjabi Chawl,
Vile Parle, Bombay-57.
3. Madhu Mehta, 84A, Nepean Sea
Road, Bombay-6.
4. Naresh Premdas Ramanandi, Datha
Chawl No. 4, R. No. 8, 3rd Carter
Road, Borivali, Bombay-92.
5. Pravinchandra Ramaniklal Keshani,
Podar Estate, Block No. 9, Daftari
Road, Malad, Bombay-64.
6. Shah Balkrishna Dwarkadas,
Manik Tola, Aarey Road, Goregaon,
Bombay-63.
7. Sarjerao G. Patil, 8 Shakar Nivas,
Subhash Bose Road, Vile Parle,
Bombay-57.
8. Shah Shantilal Harjivan, near
Laxminagar Hall, 10th Road, Khar,
Bombay-52.
9. A. M. Deosthali, Returning Officer,
Old Customs House,
Bombay-1,

Respondents

To

1. Chaturvedi Sureshchandra Gaindalal,
2. Madhu Mehta,
3. Naresh Premdas Ramanandi,
4. Pravinchandra Ramaniklal Keshani,
5. Shah Balkrishna Dwarkadas,
6. Sarjerao G. Patil,

Respondents Nos. 2 to 7 above named.

TAKE NOTICE that Hari Ramchandra Gokhale, the Petitioner abovenamed, has, on Monday the 29th January 1968, made an application to this Honourable Court for withdrawal of the Election Petition abovementioned under Sub-Section (1) of Section 109 of the Representation of the People Act, 1951.

AND TAKE FURTHER NOTICE that under Sub-section (2) of Section 109 of the Representation of the People Act, 1951, the Honourable Mr. Justice Vimadalal will, on Monday the 26th February 1968, at 11.00 (S.T.) in the forenoon, proceed to hear the said applica-

tion of the Petitioner abovenamed when you may, if you so desire, appear in this Court to show cause, if any, why the said application should not be granted.

AND TAKE FURTHER NOTICE that in default of your appearance at the time and place mentioned above, the said application will be heard and determined in your absence, and such orders will be made as this Honourable Court may deem fit and proper.

Dated this 29th day of January 1968.

B. N. NAKRA.

*Master and Assistant Prothonotary
for Prothonotary and Senior Master*

Messrs. F. S. Parekh and Co.,
Petitioner's Attorneys,
Fort Chambers, Hamam Street,
Fort, Bombay-1.

V. N. KULKARNI

(Sealer)

This 29th day of January 1968.

SEAL

